

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 08	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 10		3. EFFECTIVE DATE September 30, 2002	4. REQUISITION/PURCHASE REQ. NO. See Page 1.a		5. PROJECT NO. (If applicable)
6. ISSUED BY PS22 Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		CODE PS22-N	7. ADMINISTERED BY (If other than Item 6) MSFC Adm: PS22-P/Carol Terrell 256-544-6710		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Al Signal Research, Inc. 3411 Triana Blvd SW Huntsville, AL 35805			AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566		
			(✓)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS8-02047	
				10B. DATED (SEE ITEM 13) 02/15/02	
CODE 14674 18279	FACILITY CODE 004R1				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Page 1.a

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Negotiated Est. Cost	Prov. Est. Cost	Total Est. Cost	Maximum Incentive Fee	Incentive Fee Earned	Total Contract Value	Total Sum Allotted
Previous	\$6,076,040	\$ 0	\$6,076,040	\$275,696	\$ 0	\$6,351,736	\$5,995,581
This Mod	0	1,739,479	1,739,479	0	0	1,739,479	1,740,269
New Total	\$6,076,040	\$1,739,479	\$7,815,519	\$275,696	\$ 0	\$8,091,215	\$7,735,850

See Page 2 for description.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Emil L. Posey	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Original Signed By: BY Emil L. Posey (Signature of Contracting Officer)	16C. DATE SIGNED September 30, 2002
(Signature of person authorized to sign)			

<u>DCN</u>		<u>Program Code</u>	<u>Appropriation</u>	<u>Amount</u>
1-2-C2-00001	(1F)	091-00-25-0301-C2-2-005-000-2550	8020110	\$1,500,290
		092-00-25-0301-C2-2-007-000-2550	8020111	239,189
1-2-TD-E0910	(1F)	706-85-PI-8590-TG-2-00S-000-2550	802/30110	<u>790</u>
			Total	\$1,740,269

The purpose of this modification is to provisionally increase the contract in anticipation of completing the Government's definition of future training requirements that are expected to be placed under this contract. The Performance Work Statement is not changed by this modification, nor is the contractor authorized to perform any additional effort not previously authorized under this contract.

1. Clause B.2, paragraph (a) is hereby deleted in its entirety and the attached clause B.2, paragraph (a) is substituted in lieu thereof (a vertical line in the right-hand margin indicates the specific areas of change).
2. Clause B.5 is hereby deleted in its entirety and the attached Clause B.5 is substituted in lieu thereof (a vertical line in the right-hand margin indicates the specific areas of change).

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the services delineated in the Performance Work Statement (PWS) in attachment J-1.

(b) The services will be procured under two separate schedules, Mission and Indefinite Delivery/Indefinite Quantity (IDIQ). The contract and supporting data are organized accordingly. Both schedules are being procured on a cost-plus-incentive-fee basis.

(1) Mission Schedule will be used to procure services identified in Work Breakdown Structure (WBS) 1.0-10.3 of the PWS on a mission basis. In addition, this schedule will be used to procure all project management and administrative resources necessary to manage both the Mission and IDIQ contract schedules.

(2) IDIQ Schedule will be used to procure those services identified in WBS 11.0 of the PWS that cannot be sufficiently identified, predetermined or quantified in advance with an estimated value of \$25,000 or greater per task. Project management and administrative support resources necessary to support these tasks will be procured under the Mission Schedule.

(End of clause)

B.2 ESTIMATED COST AND CONTRACT FEES

(a) The total estimated cost and fees for the performance of this contract are as follows. Offerors are cautioned to include phase-in costs/fee in the base year value.

<u>Contract Year</u>	<u>Schedule</u>	<u>Period Covered</u>	<u>Est. Cost</u>	<u>Provisional Est. Cost</u>	<u>Minimum Incentive Fee</u>	<u>Maximum Incentive Fee</u>	<u>Total Value</u>
Base Year	(A) Mission	02/15/02-02/14/03	\$5,816,563	\$1,739,479	-0-	\$260,127	\$7,816,169
Base Year	(B) IDIQ	02/15/02-02/14/03	\$ 259,477	-0-	-0-	\$ 15,569	\$ 275,046
Option Yr. 1	(A) Mission	02/15/03-02/14/04	\$5,933,889	-0-	-0-	\$267,786	\$6,201,675
Option Yr. 1	(B) IDIQ	02/15/03-02/14/04	\$ 100,000	-0-	-0-	\$ 6,000	\$ 106,000
Option Yr. 2	(A) Mission	02/15/04-02/14/05	\$6,053,116	-0-	-0-	\$275,511	\$6,328,627
Option Yr. 2	(B) IDIQ	02/15/04-02/14/05	\$ 100,000	-0-	-0-	\$ 6,000	\$ 106,000

Option Yr. 3	(A) Mission	02/15/05-02/14/06	\$6,170,138	-0-	-0-	\$283,081	\$6,453,219
Option Yr. 3	(B) IDIQ	02/15/05-02/14/06	\$ 100,000	-0-	-0-	\$ 6,000	\$ 106,000
Option Yr. 4	(A) Mission	02/15/06-02/14/07	\$6,287,180	-0-	-0-	\$290,647	\$6,577,827
Option Yr. 4	(B) IDIQ	02/15/06-02/14/07	\$ 100,000	-0-	-0-	\$ 6,000	\$ 106,000

(b) The total incentive fee earned during the performance of this contract is as follows:

<u>Contract Year</u>	<u>Schedule</u>	<u>Period Covered</u>	<u>Incentive Fee Earned</u>
Base Year	(A) Mission	02/15/02-08/14/02	TBD
		08/15/02-02/14/03	TBD
Base Year	(B) IDIQ	02/15/02-08/14/02	TBD
		08/15/02-02/14/03	TBD
Option Yr. 1	(A) Mission	02/15/03-08/14/03	TBD
		08/15/03-02/14/04	TBD
Option Yr. 1	(B) IDIQ	02/15/03-08/14/03	TBD
		08/15/03-02/14/04	TBD
Option Yr. 2	(A) Mission	02/15/04-08/14/04	TBD
		08/15/04-02/14/05	TBD
Option Yr. 2	(B) IDIQ	02/15/04-08/14/04	TBD
		08/15/04-02/14/05	TBD
Option Yr. 3	(A) Mission	02/15/05-08/14/05	TBD
		08/15/05-02/14/06	TBD
Option Yr. 3	(B) IDIQ	02/15/05-08/14/05	TBD
		08/15/05-02/14/06	TBD
Option Yr. 4	(A) Mission	02/15/06-08/14/06	TBD
		08/15/06-02/14/07	TBD
Option Yr. 4	(B) IDIQ	02/15/06-08/14/06	TBD
		08/15/06-02/14/07	TBD

(End of clause)

B.3 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) SCHEDULE AND ORDERING PROCEDURES

(a) The Government requires the performance of the effort within the quantities set forth in paragraph (b) below on an IDIQ basis during the performance of this contract. These services will be ordered through the issuance of Task Orders (see Clause G.4), individually priced, and shall contain separate schedule and cost incentives to be used to evaluate performance and determine the amount of fee earned. The IDIQ schedule will be used for tasks with an estimated value of \$25,000 or greater per task as described in section 11.0 of the PWS.

(b) In the event that the Government does not order the "minimum quantity" specified below during the applicable contract year, the Government's maximum obligation under this

available for the applicable contract year. In the event that the actual incentive fee earned is less than the provisional payment made, the Contractor shall submit to the Government, a credit voucher for the amount of such overpayment. At the Contracting Officer's discretion, should the determined estimate-at-completion (EAC) exceed the total contract value, provisional payment of cost incentive fee may be reduced or terminated.

(c) The Contracting Officer is the determining official for the amount of incentive fee that is earned.

(End of clause)

B.5 CONTRACT FUNDING (1852.232-91 (JUN 1990))

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$7,464,121. This allotment is for Customer and Employee Relations (CaER) Directorate Support Services and covers the following estimated period of performance: February 15, 2002 through February 14 2003.

(b) An additional amount of \$271,729 is obligated under this contract for payment of fee.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	\$5,775,545	\$1,688,576	\$7,464,121
Provisional Incentive Fee	220,036	51,693	271,729
Incentive Fee Earned	<u>0</u>	<u>0</u>	<u>0</u>
Total Sum Allotted	\$5,995,581	\$1,740,269	\$7,735,850

(End of clause)

B.6 PREMIUM FOR SCHEDULED OVERTIME (MSFC 52.222-93) (AUG 1988)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Period</u>	<u>Amount</u>
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